

## INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

<b>Stewardship Contract Name :</b> Fourteen Stewardship <b>National Forest :</b> Superior <b>Bidding Method :</b> Sealed Bid <b>Location to Receive Offers :</b> Laurentian Ranger District in Aurora, Minnesota <b>Address :</b> 318 Forestry Road Aurora, MN 55705 <b>Date :</b> 09/28/2020 <b>Time :</b> 01:00 PM	<b>Type of Contract :</b> Premeasured <b>Ranger District :</b> Laurentian
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**1. INTRODUCTION.** This prospectus furnishes prospective offerors with information not contained in the published advertisement and is designed to enable offerors to decide whether to further investigate this stewardship project. The prospectus is not a legally binding document but is offered to provide general information about a Stewardship Contract. The prospectus does not include descriptions, estimates, and other data that are contained in the sample contract, unless otherwise stated. If the prospectus contains an error or contradicts the sample contract, the contract governs. Offerors are urged to examine the sample contract and make their own estimates. Contract 2400-13T will be used. Inspect the contract area and the sample contract before submitting an offer. Obtain the appraisal, other information on the timber and stewardship work items and conditions of offering at Forest Service offices listed above and in the advertisement.

This is a Stewardship End Results Contract authorized by Title 36, Code of Federal Regulations, part 223, subpart 1.

**2. OFFERING.** This is a Sealed Bid Stewardship Contract. Offerors must submit sealed offers on prepared forms they can obtain from Forest Service offices listed above and in the advertisement. The forms include instructions for offering and submission of the required certifications and technical proposals. The term "offer form" in this prospectus is the Bid for Integrated Resource Contract form. **THE OFFERS WILL NOT BE PUBLICLY OPENED.**

The offeror is required to submit a technical and price proposal and comply with all other provisions stated on the offer form. The proposal should be practical and be prepared simply and economically, providing a straightforward, concise description of the Contractor's ability to meet the requirements of the contract. Upon contract award, this technical proposal will become a binding part of the contract. See Section 20, General for instructions for preparation of technical proposals and evaluation factors for award.

**3. LOCATION AND DESCRIPTION OF INTEGRATED RESOURCE TIMBER.** Refer to the sample contract and contract area map attached to the sample contract for legal location of contract area, location of payment units, location of cutting units, the acreage of contract area, the cutting unit acreage and location of stewardship work activities.

THE FOLLOWING GENERAL LOCATION, ROUTES OF ACCESS, ACREAGES, AND OTHER SPECIAL LOCATION DATA DO NOT SUPERSEDE THE CONTRACT AREA MAP OR SAMPLE CONTRACT.

The Fourteen Stewardship is located approximately 22 miles northwest of Virginia, Minnesota, within T60N R19W Sections 15, 21-23, 27 and 28. The Sale Area includes approximately 876 acres of which an estimated 466 acres of designated for cutting. Payment Units 01, 13 and 16 are shelterwoods. Species included are Jack Pine, Red Pine, Aspen, Balsam Fir, Maple, Paper Birch and Spruce. Payment Units 03, 10, 15, 17 and 23 are clearcut with reserves. Species included are Aspen, Balsam Fir, Maple, Paper Birch, Spruce and Tamarack. Payment Units 05, 06, 07, 08, 09, 11, 12, 14, 18, 19, 20, 22 and 24 are commercial thins. Species included are Red Pine, Jack Pine, Balsam Fir, Aspen, Spruce, Paper Birch and Maple. Payment Unit 04 is a seed tree and species included are Jack Pine, Red Pine, Aspen, Balsam Fir, Maple, Paper Birch and Spruce. Payment Units 02 and 21 are coppice cuts and species included are Aspen, Balsam Fir, Maple, Paper Birch and Spruce. Payment Unit boundaries are marked with orange paint.

**4. QUANTITIES AND RATES.** The quality, size, cut per acre, and product suitability of the timber are estimates based on detailed cruise information on file and available for inspection at the Forest Service offices listed above and in the advertisement. VOLUME QUANTITIES LISTED HEREIN ARE MADE AVAILABLE WITH THE UNDERSTANDING THAT VALUES SHOWN ARE FOREST SERVICE ESTIMATES AND ARE NOT GUARANTEED. For these reasons, offerors are urged to examine the contract area and make their own estimates.

THE MINIMUM ACCEPTABLE BID RATE FOR THE MANDATORY TIMBER CUTTING UNITS IS STATED IN THE ATTACHED OFFER FORM. THESE RATES ARE EFFECTIVE AT THE TIME OF ADVERTISEMENT.

### Mandatory Estimated Quantities and Rates per Unit of Measure

				Rates Per Unit of Measure			
Species	Product	Unit of Measure	Estimated Quantities	Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance
Mandatory Timber Cutting Units :							
Jack Pine	Sawtimber	CCF	323.00	N/A	\$25.49	\$0.00	\$0.00
Red Pine	Sawtimber	CCF	5,330.00	N/A	\$32.68	\$0.00	\$0.00
Spruce	Sawtimber	CCF	11.00	N/A	\$33.90	\$0.00	\$0.00
Aspen	Pulpwood	CCF	1,501.00	N/A	\$27.62	\$0.00	\$0.00
Balsam Fir	Pulpwood	CCF	352.00	N/A	\$1.00	\$0.00	\$0.00
Paper Birch and Other Hardwoods	Pulpwood	CCF	579.00	N/A	\$1.00	\$0.00	\$0.00
Pine	Pulpwood	CCF	1,219.00	N/A	\$8.20	\$0.00	\$0.00
Spruce	Pulpwood	CCF	230.00	N/A	\$1.00	\$0.00	\$0.00
Tamarack	Pulpwood	CCF	15.00	N/A	\$1.00	\$0.00	\$0.00
	TOTAL	CCF	9,560.00			\$0.00	\$0.00

### Optional Estimated Quantities and Rates per Unit of Measure

Species	Product	Unit of Measure	Estimated Quantities	Rates Per Unit of Measure			
				Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance

Not Applicable

### Timber Subject to Agreement

Species	Product	Unit of Measure	Fixed Rates	Slash Disposal Deposits	Road Maintenance Deposits
Softwood - Other	Grn Bio Cv	CCF	\$1.00		
Hardwood - Other	Grn Bio Cv	CCF	\$1.00		

All of the mandatory stewardship work items, as shown in A4c or AT4d of the sample contract, shall be performed. Optional stewardship work items, as shown in A4c or AT4d of the sample contract, shall be performed when authorized in writing by Contracting Officer. Such authorization may be for all or a portion of the quantity shown. Optional stewardship work items may be selected and authorized in any order. Upon written request of Contractor, additional stewardship work items shall be considered and authorized; however, Contracting Officer shall not be obligated to authorize additional stewardship work items if three or more authorized optional stewardship work items or any of the mandatory stewardship work items remain uncompleted. Contracting Officer shall not be obligated to authorize additional stewardship work items at any time if Contracting Officer determines that there is insufficient value of remaining designated timber to cover the value of additional stewardship work items.

Stewardship Schedule of Work Items			
Item Number (a)	Work Activity Description (b)	Unit of Measure (c)	Estimated Quantity (d)
<b>Mandatory Stewardship Work Items</b>			
SP1	Community Brush Disposal Site Creation	Acres	.50

**5. PERIOD OF CONTRACT.** The normal operating season covers the period between 06/15 and 03/15.

The contract termination date is 08/15/2025. Extensions of this contract may be granted only when the contractor has met specified conditions.

Upon acceptance by the Forest Service, the technical proposal is a binding part of the contract and shall include, but is not limited to, plan periods for and methods of work activities. The Contractor must also submit an annual schedule of operations before commencing operations. This schedule will include the anticipated major activities and needs for harvest. This annual schedule of operations does not require concurrence of the Forest Service.

**6. PAYMENT.** Payment for timber and any required deposits for slash disposal or road maintenance are required in advance of cutting. Contractor may earn stewardship credits or provide an acceptable payment guarantee prior to cutting. "Stewardship Credits" are credits that are earned and established when work described in C/CT6.9# of the sample contract has been performed and accepted. Stewardship Credits shall be earned at the offer rate as shown in the awarded contract. Earned Stewardship Credits may be used to pay for Included Timber value in excess of Base Rates and Required Deposits. Base Rates and Required Deposits must be paid in cash.

**7. PERFORMANCE BOND.** A performance bond is required. The penal sum of the bond will be 10 percent of the total offer value for included timber, rounded up to the nearest \$100 when the total offer value is less than \$10,000, and rounded up to the nearest \$1000 when the total offer value is \$10,000 or more. If the amount determined above is less than \$23,600, the performance bond shall be \$23,600.

**8. SPECIFIED ROADS.** Not Applicable.

**9. ROAD MAINTENANCE.** Contractor shall perform or pay for road maintenance work, commensurate with Contractor's use, on roads controlled by Forest Service, and used by Contractor in connection with this contract. Road maintenance requirements are based on the predicted haul route. Any change in the Contractor's actual haul route may necessitate a change in the roads to be maintained and/or in the amount of required deposit for road maintenance. Required deposits for road maintenance are listed in provision C/CT5.32# in the sample contract. Maintenance specifications are in the sample contract.

**10. INAPPLICABLE STANDARD PROVISIONS.** See sample contract.

**11. SPECIAL C/CT PROVISIONS.** See sample contract.

**12. SET-ASIDE CONTRACTS.** Not Applicable.

**13. LOG EXPORT AND SUBSTITUTION RESTRICTIONS.** Not Applicable.

**14. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REVIEW.** If the total contract value for this contract exceeds \$10 million, before award, the Forest Service shall request an equal employment opportunity compliance review of the Contractor to determine compliance with the provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and Executive Order No. 12086 of October 5, 1978.

**15. AWARD.** The Contracting Officer is required to make a determination of Contractor responsibility as stated in Title 36,

Section 223.101, of the Code of Federal Regulations.

To determine a Contractor to be responsible, a Contracting Officer must find that:

- a. The Contractor has adequate financial resources to perform the contract or the ability to obtain them;
- b. The Contractor is able to perform the contract within the contract term taking into consideration all existing contracts and Governmental business commitments;
- c. The Contractor has a satisfactory performance record on similar type contracts. A prospective Contractor that is or recently has been seriously deficient in contract performance shall be presumed not to be responsible, unless the Contracting Officer determines that the circumstances were beyond the Contractor's control and were not created through improper actions by the Contractor or affiliate, or that the Contractor has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably under a contract is strong evidence that a Contractor is not responsible. The Contracting Officer shall consider the number of contracts involved and extent of deficiency of each in making this evaluation;
- d. The Contractor has a satisfactory record of integrity and business ethics;
- e. The Contractor has or is able to obtain equipment and supplies suitable for completing the requirements of the contract;
- f. The Contractor is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Offerors, by signing the offer form, certify that, to the best of offeror's knowledge, the offeror will meet the requirements in 36 CFR 223.101, determination of Contractor responsibility, and if awarded this contract, that offeror will complete the contract and any modifications thereof in accordance with its terms including requirements to purchase, cut, and remove included timber or forest products and complete stewardship projects by the termination date.

**16. FALSE STATEMENTS ACT.** Offerors, by signing the offer form, certify that they are aware that offeror is subject to the penalties prescribed in 18 U.S.C. 1001, Chapter 47, Fraud and False Statements (P.L. 104-45). The Act states "whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than 5 years, or both."

**17. DAMAGES.** This contract shall be terminated for breach if: 1) Contractor fails to execute this stewardship contract or furnish a satisfactory performance bond, if required, by the date required in the award letter; or 2) offeror is found to have violated the False Statements Act in making any statement or certification on the offer form including not meeting responsibility requirements, and offeror has made a false statement.

**18. SUSPENSION AND DEBARMENT CERTIFICATION.** Non-procurement debarments and suspensions are governed by the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (2 CFR 180), and the policies and procedures for nonprocurement debarment and suspension specific to USDA and the Forest Service (2 CFR 417).

These rules require each contractor, to submit form AD-1047 Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions for themselves, their principals, and their affiliates when requested by the contracting officer. The bidder shall designate their status regarding debarment, suspension, and other matters as specified on the bid form. The bidder, by signing the bid form, certifies this status. An explanation for not submitting a certification may be submitted. The Contracting Officer will determine whether the explanation provides sufficient reason for permitting participation in the bidding. Also, as a Contractor enters into transactions with subcontractors, these subcontractors shall certify their eligibility. Form AD-1048 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tiered Transactions must be provided to subcontractors, but completed certifications are not required to be submitted with bid forms. Contractor shall keep these subcontractor certification forms on file for review by the Forest Service, if requested.

The certification forms and instructions for subcontractors transactions are provided as an addendum to the offer form.

**19. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS.** Conduct of operations on this contract is subject to compliance with all OSHA requirements related to the various work activities. Inspection by OSHA may include inspection for compliance with the logging operations regulations at 29 CFR 1910.266. This standard is applicable to the entire logging industry wherever logging operations occur. Information is available to assist Contractors to ensure compliance with the logging operations regulations

during conduct of this contract from the U.S. Department of Labor, Occupational Safety and Health Administration, OSHA, 5 N Third Ave W, STE 400 Duluth, MN 55802, 218-733-7830.

**20. GENERAL.** This contract includes C/CT8.21-Contract Term Adjustment, to allow stewardship projects to be eligible for contract term adjustment (CTA) if scheduled stewardship work is interrupted or delayed by any of the three circumstances stated in this provision. C/CT8.21-Contract Term Adjustment is inapplicable.

Corporations submitting an offer under this solicitation must include form AD-3030 Representations Regarding Felony Conviction and Tax Delinquent Status For Corporate Applicants. Copies of this form may be obtained from the Forest Service office shown on page 1 of this prospectus or electronically at:

<http://www.ocio.usda.gov/policy-directives-records-forms/forms-management/approved-computer-generated-forms>.

SDZ (2) Within a strip 25 feet in width, measured from Payment Unit boundary along Other Ownership in Payment Units 06, 14 and 16 as much as mechanically feasible, slash resulting from Purchaser's operations shall be removed.

An appraisal allowance of \$11,550 has been applied for temporary road opening, construction, closures and snowplowing.

An appraisal allowance of \$38,116 has been applied for road maintenance that the purchaser is expected to perform.

Operations in Payment Units 02, 03, 04, 05, 17, 21, and 23 are restricted to frozen ground and time period of December 1st to March 15th.

Operations in Payment Units 01, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, 22, and 24 are restricted to the period of June 15th to March 15th.

Of the estimated 1219 CCF of Pine Pulp, approximately 86% consists of Red Pine and 14% consists of Jack Pine.

Of the estimated 579 CCF of Paper Birch and Other Hardwoods, approximately 81% consists of Paper Birch and 19% consists of Red Maple.

A 10% downward adjustment has been applied to the value of Jack Pine Sawtimber due to poor quality.

A 25% downward adjustment has been applied to the value of pine pulp due to poor market conditions.

A downward adjustment has been made for Balsam Fir, Mixed Hardwood Pulp, Spruce Pulp, and Tamarack due to poor market conditions.

The Market Related Contract Term Addition Product Price Index (AT17 of the SAMPLE CONTRACT) is the Softwood Lumber Price Index #0811. The successful bidder may request a change in index, with WRITTEN JUSTIFICATION, prior to final execution of the Timber Sale Contract. The request is subject to approval.

The mandatory stewardship project (SP1) consists of creating a Brush Disposal site in the Contract Area. Requirements include clearing all vegetation from designated area including merchantable timber, non-merchantable woody debris and all stumps. Slash and debris requirements included in the CT section of the Contract.

The following is available as Timber Subject to Agreement if requested by Purchaser and agreed to by the Forest Service: An unestimated amount of Mixed Conifer Biomass (\$1.00/CCF) and Mixed Hardwood Biomass (\$1.00/CCF) in Payment Units 01, 02, 10, 11, 15, 16, 20, 22 and 24.

The successful offeror shall register in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov).

## INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND PRICE PROPOSALS

(a) General Instructions. Proposals submitted shall be furnished in the following format with the numbers of copies as specified below.

(1) - The proposal must include a technical proposal and price proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost.

(2) - Offerors must submit a proposal that meets all requirements specified in the sample contract. No alternate proposals will be accepted.

(3) - The Government will evaluate proposals in accordance with the evaluation criteria set forth below.

(4) - Offerors shall submit their proposal(s) in the following format and the quantities specified:

(i.) One copy of the completed, signed offer form FS-2400-14BV or FS-2400-14BVU provided by the Forest Service for this contract, and

(ii.) Three copies of the technical proposal.

(iii.) One copy of the business/cost proposal.

(b) Technical Proposal Instructions. Technical proposals will be evaluated to determine the ability of the Contractor to meet the requirements of the Government. As a minimum, the proposal must clearly provide the following: (INSERT YOUR EVALUATION FACTORS AND SUBFACTORS HERE. PAST PERFORMANCE QUESTIONNAIRES AND TECHNICAL PROPOSAL WORKSHEETS ARE AVAILABLE FOR EDITING AND INCLUSION OR ATTACHMENT.

#### EVALUATION, NEGOTIATION AND AWARD PROCESS

Proposals will be evaluated and rated to determine which offerors are within a competitive range, price and other factors considered. Award may be made without further negotiations. Proposals should be submitted initially on the most favorable terms that the offeror can submit to the Government, from both price and technical standpoints. However, the Government may, after evaluation of proposals, conduct further oral or written discussions as appropriate, with all offerors whose proposals are within a competitive range. Proposals that do not address one or more criteria or subfactors, may not be considered further for award.

Firms lacking a past performance record (e.g., new firms or those with no relevant experience within their organization) will be treated as an unknown performance risk, receiving a neutral score in this criterion. A neutral score will be established as the average of all other competing offerors, or the average of the total score available, whichever is less.

**EVALUATION CRITERIA**

The evaluation factors for this contract and their relative importance are listed below. All subfactors within a factor are equal in weight. Technical evaluation factors may be weighted in only one of the following two ways:

- (1) They may be ranked in numerical order of importance, where 1 is most important. Equal rank indicates approximately equal importance; or  
 (2) They may be weighted as an approximate percentage of 100%. Method (2) may be used any time, but it must be used if any factor is disproportionately weighted.

All technical evaluation factors (I. below), when combined, are approximately equal to price (II. below).

☐ If box is checked, supplemental technical proposal information is included with this solicitation.

I. <u>Technical Evaluation Factors</u>	<u>Ranking of Importance</u>	<u>or</u>	<u>Approximate Weight</u>
A. Technical Approach			50%
1. Plan of Operations			
2. Quality Control			
3. Contract Manager and On-the-Ground Supervisor(s)			
4. Equipment			
5. Production Capability			
6. Other Subfactors:			
N/A			
B. Capability and Past Performance			25%
1. Key Personnel			
2. Subcontractors			
3. Past Contacts			
4. Other Subfactors:			
N/A			
C. Utilization of Local Workforce			25%
1. Other Subfactors:			
N/A			

II. Price Evaluation Factor

A. Offeror's price proposal information is required on offer form FS-2400-14BV or FS-2400-14BVU provided by the Forest Service for this contract.

**Award Statement.** One award will be made to the offeror (a) whose proposal is technically acceptable and (b) whose technical/price relationship is the most advantageous to the Government. All technical evaluation factors (B-D), when combined, are of equal importance with price (A). The critical factor in making any technical/price trade-off is not the spread between the technical ratings, but rather the significance of that difference. The significance of the spread in ratings will be determined based on what that difference might mean in terms of performance and what it would cost the Government to take advantage of it. Award may not necessarily be made for technical capabilities that would appear to exceed those needed for fulfilling the requirements of this contract. The Government reserves the right to make cost/technical trade-offs that are in the best interest and to the advantage of the Government.

Price proposals will not be scored.

**POSTAWARD DEBRIEFING OF OFFERORS**

- (a) (1) An offeror, upon its written request received by the agency within 3 days after the date on which that offeror has received notification of contract award in shall be debriefed and furnished the basis for the selection decision and contract award.
- (2) To the maximum extent practicable, the debriefing should occur within 5 days after receipt of the written request.
- (3) An offeror that was notified of exclusion from the competition, but failed to submit a timely request, is not entitled to a debriefing.
- (4) (i) Untimely debriefing requests may be accommodated.
- (ii) Government accommodation of a request for delayed debriefing, or any untimely debriefing request, does not automatically extend the deadlines for filing protests. Debriefings delayed could affect the timeliness of any protest filed subsequent to the debriefing.
- (b) Debriefings of successful and unsuccessful offerors may be done orally, in writing, or by any other method acceptable to the Contracting Officer.
- (c) The Contracting Officer should normally chair any debriefing session held. Individuals who conducted the evaluations shall provide support.
- (d) At a minimum, the debriefing information shall include-
  - (1) The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;
  - (2) The overall evaluated cost or price (including unit prices) and technical rating, if applicable, of the successful offeror and the debriefed offeror, and past performance information on the debriefed offeror;
  - (3) The overall ranking of all offerors, when any ranking was developed by the agency during the source selection;
  - (4) A summary of the rationale for award;
  - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror; and
  - (6) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.
- (e) The debriefing shall not include point-by-point comparisons of the debriefed offeror's proposal with those of other offerors. Moreover, the debriefing shall not reveal any information prohibited from disclosure by Federal Acquisitions Regulations 24.202 or exempt from release under the Freedom of Information Act (5 U.S.C. 552) including-
  - (1) Trade secrets;
  - (2) Privileged or confidential manufacturing processes and techniques;
  - (3) Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information; and
  - (4) The names of individuals providing reference information about an offeror's past performance.
- (f) An official summary of the debriefing shall be included in the contract file.